

REQUEST FOR PROPOSALS

COUNTY OF FRESNO

Human Services System

Office Building

October 13, 2000

Date Submittal Due: December 8, 2000 – 5:00 PM

Submit To:

Edward R. Gaylord, Design Engineer
Fresno County Public Works Department
Fresno County Plaza - 2220 Tulare Street, Suite 720
Fresno, CA 93721

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I. OVERVIEW

REQUEST FOR PROPOSALS

COUNTY OF FRESNO

HUMAN SERVICES SYSTEM OFFICE BUILDING

The County of Fresno (County) is issuing this Request for Proposals (RFP) for a turn-key lease of an office facility to be delivered or improved to meet the County's space requirements for the Human Services System within the service area specified on the map in Appendix C.

The County is seeking approximately 122,190 rentable square feet (BOMA standard) of office space with parking stalls exclusively designated for this project pursuant to the guidelines attached hereto as Appendix A. **All proposals must include the Proposal Submittal Form attached hereto as Attachment I.**

The County desires to negotiate a long-term lease with an option to purchase with the selected proposer. Mandatory submittal requirements are specified in Section V and VI of this RFP. **The failure of a proposer to address each and every mandatory submittal requirement under Sections V and VI herein or the failure to submit the proposal by the specified deadline date and time herein shall be grounds for disqualification.** All proposals received by the specified deadline will be reviewed by the County to determine which proposal, if any, best suits the County's needs. In making that determination, some of the factors that the County will consider will include, but not be limited to (not in order of priority): the project location; what options are available to the County; the proposer's development/consultant team; economic costs and benefits to the County under the lease/purchase option; the proposer's schedule for delivering the leased premises; and the quality of the project.

Caveat: The issuance of this RFP does not constitute a commitment by the County to enter into a lease with any proposer, neither shall the County pay for any costs incurred by proposers in their preparation or submissions of proposals. The County reserves the absolute right, in its discretion, to reject any and all proposals. Nothing in this RFP shall be interpreted to obligate the County to proceed with the project.

All proposals must be delivered to: Edward Gaylord, Design Engineer, Fresno County Public Works Department, Fresno County Plaza, 2220 Tulare Street, Suite 720, Fresno, CA 93721 on or before December 8, 2000 by 5:00 PM.

Although this RFP specifies a build-to-suit lease structure, proposals for existing buildings consistent with the requirements specified herein are also welcomed.

If an existing building proposal is short listed for further consideration by the County, the proposer will be required to submit various engineering reports addressed to the County.

These reports include, but may not necessarily be limited to:

- 1) the costs and requirements necessary for seismic upgrade of an older building to meet comparable safety codes required for new structures.
- 2) evaluation of mechanical and electrical systems to establish comparisons involving a building's remaining useful life \ energy utilization and other aspects necessary to quantify a new building's value versus an older building's value.
- 3) energy analysis of existing building envelope.
- 4) roofing systems and age of various building components can influence the value considerations in comparison of old versus new building proposals. An engineer's certified inspection report addressed to the County will be required on major components of the building such as roofing, mechanical HVAC, plumbing, electrical lighting and power distribution.

II. GENERAL INFORMATION

A. INTRODUCTION:

The County of Fresno's Human Services System (HSS) provides health and welfare services throughout the County. The HSS is made up of four departments and an administration, totaling 3,400 employees system-wide. Adult Services, Children & Family Services, Community Health and Employment & Temporary Assistance make up the four departments, all supported by the HSS Administration. The HSS is currently seeking approximately 122,190 rentable square feet of office space within a one-mile radius around the Courthouse Park in downtown Fresno. This proposed office building and improvements will house a variety of Employment & Temporary Assistance programs and an HSS Administration component.

B. PROJECT DESCRIPTION:

The project, in general, consists of the improvement/development of an office facility as a turn-key package for a long-term lease with an option to purchase by the County of Fresno. The package will include land, improvements and a building or buildings, without furnishings, to house County functions as described in Appendix A. The successful proposer will provide all architectural, engineering, planning, environmental studies, financial, building, construction and other services required to improve/develop the complete facility for use by the County.

C. DEFINITIONS:

1. DEVELOPER/LESSOR: The person or persons, individual, partnership, corporation, limited liability company or joint venture who as the successful proposer has entered into a lease with the County of Fresno to provide the leased Office Building.
2. ARCHITECT: The person or persons, individual, partnership, corporation, limited liability company or joint venture who has been retained by the developer/lessor to perform architectural and engineering services for this project. Said Architect/ Engineer(s) will be registered in the State of California and experienced in projects of similar size, scope and schedule.
3. CONTRACTOR: The person or persons, individual, partnership, corporation, limited liability company or joint venture who has entered into an agreement with the developer/lessor for the purposes of improving/constructing the Office Building. Said Contractor shall be properly licensed by the State of California.

- D. ENVIRONMENTAL PROCESS: Development of the project shall be done in conformance with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA) if NEPA conformance is required by County usage of the building. The developer/lessor will be responsible for the preparation of all documents, including any studies, required to satisfy CEQA and NEPA and for obtaining the CEQA and NEPA approval of the governmental agency having such jurisdiction over the project. In addition, the developer/lessor must comply with the regulations and policies of the City or County of Fresno for CEQA and NEPA depending on which agency has CEQA and NEPA approval authority over the proposed site. The developer/lessor shall also be responsible for payment of any and all fees and costs for the review and processing of environmental documents by the appropriate agency.
- E. SITE REQUIREMENTS: This development site shall be located within a one-mile radius of the Fresno County Courthouse (see Map, Appendix C).

Client transportation and access to the site shall be considered.

The site shall be a single parcel large enough to accommodate the building, parking, landscape setbacks, ancillary buildings and other structures or facilities required for a complete and functional facility.

The site zoning shall conform with the General Plan and any applicable community plan. The developer/lessor shall be responsible for obtaining any General Plan amendments, zoning changes, variances and conditional use or other permits required for the project.

The site must be directly served by the Fresno Transit Bus System and a side street turn-out loading zone provided.

The streets serving the site must be capable of handling the traffic generated by the facility. One-hundred fifty to two-hundred fifty (150-250) is the projected average load from the facility. Maximum morning employee arrival and evening departure traffic requirements, coupled with client flow, shall be provided for. Proposer finalists will be required to provide a traffic engineering analysis of the project impact prepared by a licensed engineer.

The site shall be served by community water, sewer systems, and storm drainage facilities. The developer/lessor shall be responsible for extension of any mains or laterals required to provide services to the site.

The developer/lessor shall provide all off-site improvements as required by the Site Plan Review or other land use permit processes.

The site shall be professionally landscaped with low maintenance drought tolerant landscaping and irrigated by a fully automated irrigation system. All parking areas and developed areas shall comply with City of Fresno Parking Lot Landscape Performance Standards for Shading.

High pressure sodium exterior lighting shall be provided for parking and security. Minimum light levels at all parking and pedestrian areas shall be 3fc.

In addition, the minimum standards for improvement/development of the proposed facility shall include the detailed site and building development criteria in Appendix B.

F. CONSTRUCTION/INSTALLATION REQUIREMENTS:

The developer/lessor shall at all times keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

Developer/lessor shall contact and meet with appropriate County personnel at the job site prior to commencement and upon completion of any work.

The developer/lessor shall pay for and include all Federal, State, and local taxes direct or indirect on all materials; pay all fees for and obtain all necessary permits and licenses, unless specified otherwise.

All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective materials and workmanship or require its correction.

The developer/lessor shall give efficient supervision to the work, using therein the skill and diligence necessary to achieve a successful project. Developer/lessor shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the project will not excuse developer/lessor from carrying out its provisions to its full extent.

The developer/lessor shall provide, in conformity with all local codes and ordinances as may be required, such temporary walls, fences, guard-rails, barricades, lights, danger signs, enclosures, and other safety devices, and shall maintain such safeguards until all work is completed.

The Board of Supervisors shall have the right to approve any and all plans and specifications prior to the proposer/developer/lessor initiating construction. **Additionally, the proposer/ developer/lessor will be required to have a qualified licensed engineer make monthly certification (and at the end of construction, a final certification) with a copy thereof addressed to the County that the construction has been performed in accordance with the Plans and Specifications.** This certifying engineer, or engineer firm, will be required to have

Errors and Omissions insurance with an extended period of coverage not less than five (5) years after completion of the structure. The insurance shall be a minimum of \$5,000,000 in coverage from a California 'admitted' insurer.

III. SPECIAL CONDITIONS

- A. Submit original and fifteen (15) copies of your proposal to the County of Fresno Department of Public Works, at the address provided herein, no later than **December 8, 2000 at 5:00 PM**. Proposers are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page. The proposals shall be enclosed in a sealed container, upon which shall be written the title of the proposal and the name and business address of the proposer.
- B. Proposers must supply all information requested in this RFP. The format of your proposal shall conform to the sample format provided, and the Proposal Cost Information Summary form shall be completed by the proposer. This requirement is needed to facilitate the evaluation process.
- C. Any proposal attachments, documents, letters and materials submitted by the proposer shall be binding upon the proposer, and may be relied upon by the County, and included as a part of the lease should your proposal be selected by the County.
- D. Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in the proposal must be referenced by the appropriate paragraph(s) and page number(s) of this RFP.
- E. Final Clarified Proposals (as that term is used in this RFP) from short-listed proposers shall remain firm until the lease is signed by the County and the successful finalist; provided, however, County makes no commitment or assurance to proposers that it will enter into a lease with any proposer.
- F. The County reserves the right to reject any and all proposals, to waive any informality, technical defect, or clerical error in any proposal as the interest of the County may require, and as determined solely by the County.
- G. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for its rejection.
- H. QUALIFICATION OF PROPOSERS:

The following specific information concerning proposers will be required for submission of proposals:

1. Identify and provide a brief description (qualifications, experience, etc.) of your proposal team, *i.e.*, who will be the developer, architect, engineer(s), consultant(s), general contractor(s), and lessor.

2. Resume of experience, (include scope of projects completed within last five (5) years, type of facility, size, contact persons and telephone numbers, and success factors e.g., lease delivered within schedule, within budget, with no claims, liens or litigation against the developer, etc.). **A minimum of three (3) referenced comparable lease projects of equivalent size and type facilities must be included which are of similar scope and application as this lease project.** List in reverse chronological order for the last five (5) years those lease projects for comparable entities completed or being developed for which your firm provided a similar lease arrangement. The County may contact references and visit completed projects.

- I. **INTERPRETATION OF REQUEST FOR PROPOSAL:** The proposer must make careful examination of the requirements, specifications, and conditions expressed in this RFP and become fully informed as to the quality and character of the requirements herein. The proposer's submission of a proposal shall be conclusive evidence that the proposer has made such careful examination thereof and has satisfied itself as to such matters.

If any person planning to submit a proposal finds discrepancies in or omissions from this RFP, or has any doubt as to the true meaning or interpretation, clarification thereof may be requested from the Department of Public Works contact as noted below at least seven (7) days prior to the proposal closing date. Any change in this RFP will be made only by written addendum, duly issued by the County Department of Public Works, to each individual, agency and organization which completed and submitted a letter of interest to the County concerning this RFP and stating an intent to be a proposer (Letter of Interest). The County will not be responsible for any other explanations or interpretations of this RFP.

Regarding this RFP, you may contact Baron Zerahian, Staff Analyst, of the Fresno County Department of Public Works. Phone: (559) 262-4866.

- J. In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all individuals, agencies and organizations that receive this RFP, and have completed and submitted a Letter of Interest to the County.
- K. **EVALUATION PROCESS:** All proposals will be evaluated by a committee consisting of representatives from the Fresno County General Services Department, Human Services System, County Administrative Office, the Department of Public Works and any other representatives deemed necessary or desirable by the County (the Evaluation Committee). The Evaluation Committee may also be advised by representatives of the Auditor-Controller/Treasurer-Tax Collector and County Counsel, and any other persons (e.g., consultants) deemed necessary or desirable by the County.

Proposals will be evaluated by the Evaluation Committee based on a variety of factors, including but not limited to (not in order of priority):

1. project location;
2. what options are available to the County;
3. proposer's development/consultant team;
4. economic costs and benefits to the County under the lease/purchase option;
5. proposer's schedule for delivering the leased premises; and
6. quality of the project.

Throughout the evaluation process, the Evaluation Committee will determine which proposal, if any, best suits the County's needs. The County recognizes that each proposal will be unique, and contain a variety of variables which cannot be precisely compared with other proposals. Therefore, the County will be the sole judge in determining which proposal, if any, best suits the County's needs, and the County reserves the absolute right, in its discretion, to reject any and all proposals.

Any documents, instruments or reports provided by the proposers shall be subject to the County's approval; the County shall be the sole judge in determining whether any such documents, instruments or reports are acceptable to the County.

After the initial screening, the Evaluation Committee will select those proposals that it deems to be most qualified for further evaluation (also called short-listed proposals). The Evaluation Committee will make a recommendation to the County Administrative Officer as to which proposals should be short-listed.

After considering the recommendation of the Evaluation Committee, the County Administrative Officer will designate a short list of proposers, if the County desires to proceed with the selection process.

The short-listed proposers will be required to prepare or provide supporting documentation required by the County, including, but not limited to:

1. Evidence substantiating that the proposer has the necessary experience, facilities (or access thereto), equipment, qualified personnel, legal right for performance of all aspects to deliver the proposed building and entering into the lease.
2. Allow for County's review of the proposer's financial capability to carry out its obligations under the lease, including, but not limited to:
 - a. review of audited financial statements for the last three (3) years prepared and signed by an independent certified public accountant, with a letter from such certified public accountant addressed to the County stating that the

County may review and utilize such financial statements and audit report for the purposes of this evaluation process (if the proposer does not maintain audited financial statements, it shall be required to provide a letter to that effect from its accountant to the County); and

- b. evidence of performance and surety bonding capability by a company licensed to transact business in the State of California (a commitment letter is acceptable) rated as a Best A+ or better.

***Note:** If your proposal is by a joint venture, partnership or limited liability company that was formed after January 1, 2000, references requesting financial statements shall include each member of that enterprise who will be financially obligated to the County for performance under the lease.

3. Independent proof of pre-approved financing (e.g., through a bank), or other guaranteed financing, consistent with the terms and conditions of the proposer's proposal.
4. A current title report of the site (including copies of any and all documents noted as exceptions to title), which is addressed to the County.
5. A current EPA Phase I Report (i.e, environmental clearance of the site), which is addressed to the County.
6. If applicable, engineers' reports on existing buildings (See Section I. Overview).
7. Exterior concept design and floor plan sketches for each floor of the proposed building and project site to the County for evaluation. Sketches must show the proposed building exterior from all major frontages.

The Evaluation Committee may ask short-listed proposers to make oral presentations or provide documentation to further explain and clarify all aspects of their proposals. If such presentations are scheduled, proposers will be advised as to the time and place. The County also will provide short-listed proposers with a sample lease for their consideration.

Following the foregoing discussion and evaluation, the proposers will have an opportunity to clarify their proposals as necessary, subject to the limitations noted in Attachment II. Once that occurs, the short-listed proposers will be asked to confirm in writing their final proposals which incorporates all clarifications and explanations of their proposals (Final Clarified Proposals); such Final Clarified Proposals shall remain firm until the lease is signed by the County and the successful finalist; provided however, County makes no commitment or assurance to proposers that it will enter into a lease with any proposer.

Following discussions between the Evaluation Committee and the short-listed proposers, the Evaluation Committee will recommend a finalist proposer to the County Administrative Officer. After considering the Committee's recommendation, the County Administrative Officer will recommend a finalist to the Board of Supervisors for authorization to proceed with lease negotiations and to initiate environmental analysis.

The Board of Supervisors may designate a finalist proposer and, if it does, it will authorize County staff to proceed with lease negotiations and initiate environmental analysis.

The County reserves the right to set a time limit (or to extend that time limit) in the negotiation period with a finalist. The County also reserves the right to negotiate with more than one finalist.

Award of a lease to the successful finalist proposer is contingent upon the approval thereof by the Fresno County Board of Supervisors. All environmental approvals shall be obtained **prior to** the Board of Supervisors consideration of the lease for its approval. If the Board of Supervisors authorizes the execution of the lease with the finalist proposer, such approval shall be **contingent on** the Board of Supervisors' approval of final plans and specifications for the project consistent with the terms and conditions of the lease, and any other condition that the Board may impose on the lease.

The County reserves the absolute right, in its discretion, to reject any and all proposals.

L. SELECTION AND PERFORMANCE SCHEDULE:

<u>Activities</u>	<u>Anticipated Completion Duration¹</u>
County issues RFP	October 13, 2000
Proposal preparation period	8 weeks
Proposal deadline	December 8, 2000
County Evaluation Committee's review & recommended narrowing of proposals to short list.	4 weeks
County Administrative Officer (CAO) selects short list.	2 weeks
Discussions with short-listed proposers. Evaluations by Committee, clarification of each proposal. Lease to be basis of proposers' firm proposal, proposers submit documents required by County.	6 weeks
Proposers submit confirmation of their Final Clarified Proposals to County.	1 week
Evaluation Committee recommends to CAO finalist proposer. Proposal may be submitted to Debt Advisory Committee for its consideration. CAO recommends finalist to Board of Supervisors (BOS) for negotiation of lease. Proposer initiates CEQA and NEPA analysis and land use permit process.	3 weeks
CEQA and NEPA Analysis	Up to 32 weeks
BOS approves CEQA and NEPA analysis and final lease contingent on BOS approval of final plans and specifications for the project consistent with final lease, and any other conditions that the BOS may impose in the lease.	3 weeks
Program Verification and Schematic Design Approval by BOS.	24 weeks
Schematic/Design Development Plans & Specifications – County review and approval.	16 weeks
Developer/lessor provides final design construction document plans and specifications.	22 weeks
Developer/lessor obtains all development/building permits and agency reviews.	To Be Determined
Presentation to BOS – Approval of plans and specifications.	2 weeks
Developer/lessor begins building construction.	42 weeks
Developer/lessor completes construction of facility.	To Be Determined
Building commissioning.	10 weeks
County, as lessee, moves in.	4 weeks

¹ The County reserves the right, at any time, to modify these tasks, dates or periods as the County deems necessary and in its best interests.

M. PRIME RESPONSIBILITY:

The developer/lessor will be required to assume full responsibility for all services, development and review fees, connection charges, and activities offered in its proposal. Further, the County will consider the developer/lessor to be the sole point of contact with regard to lease matters, including payment of any and all charges resulting from the lease.

N. BACKGROUND REVIEW:

The County reserves the right to conduct a background inquiry of each proposer which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, credit rating history, and reputation in the business community. By submitting a proposal to the County, the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

O. COUNTY PARTICIPATION:

The County shall meet with developer/lessor to review and approve preliminary and final design concepts and documents. The developer/lessor shall modify these documents at any time as required by the County to conform to the terms of this RFP, the final lease and to any change in project scope. Final construction documents shall meet applicable fire, life, and safety building codes, zoning approvals and special district requirements of the governing enforcement agencies, and be subject to approval by the Fresno County Board of Supervisors before developer/ lessor shall begin construction of the facility. The County shall have the right review and approve any changes during construction.

IV. GENERAL REQUIREMENTS

RETENTION: The County reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of the proposal.

PROPOSERS' LIABILITIES: The County shall not be held liable for any cost incurred by any proposers in responding to the RFP.

CONFIDENTIALITY: Proposers shall not disclose information about the County's business or business practices and shall safeguard confidential County data which proposer's staff may have access to in the course of project implementation.

NEWS RELEASE: Proposers shall not issue any news releases or otherwise release information to any third party about this RFP or the proposers' proposal without prior written approval from the County of Fresno.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a proposer for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a proposer, or have any other direct or indirect financial interest in the selection of a proposer.

V. PROPOSAL REQUIREMENTS

The following specific information will be required for submission of proposals:

- A. Identify and provide a brief description (qualifications, experience, etc.) of your Team, i.e., who will be the developer, architect, engineer, consultants, general contractor, and lessor.
- B. Resume of experience, (include scope of projects completed within last five (5) years, type of facility, size, contact persons and telephone numbers, and success factors (e.g., lease delivered within schedule, within budget, with no claims, liens or litigation against the developer, etc.). **A minimum of three (3) referenced comparable lease projects of equivalent size and type facilities must be included which are of similar scope and application as this lease project.** List in reverse chronological order for the last five (5) years those lease projects for comparable entities completed or being developed for which your firm provided a similar lease arrangement. The County may contact references and visit completed projects. Short-listed proposers must allow for the County's review of the proposer's financial capability (audited financial statements for the last three (3) years compiled and signed by an independent certified public accountant), and evidence of performance and surety bonding capability by a company licensed to transact business in the State of California (Commitment Letter acceptable) rated as a Best A+ or better.

***Note:** If your proposal is by a joint venture, partnership or limited liability company that was formed after January 1, 2000, references requesting financial statements shall include each member of that enterprise who will be financially obligated to the County for performance under the lease.
- C. Explain whether or not you have ownership of the site in question and preliminary approval from the municipality involved for general plan conformance and appropriate zoning. If you do not have ownership of the site, you must explain how and when you will acquire it, and what conditions must be met in order to do so.
- D. Provide a brief description of the building, its construction, and how it complies with the building criteria (Appendix B).
 - 1. construction type;
 - 2. proposed planning module and its proposed benefits;
 - 3. proposed live-load factor for the building;

4. type of HVAC system and location of mechanical systems with explanation of structure, placement and benefits, if any (e.g. package air conditioner vs. boiler, chiller and cooling tower, extent to which the system can be zoned for different requirements such as computer rooms, corner offices, common areas, conference rooms, etc.);
 5. proposed roofing system with estimated life;
 6. percentage of exterior with windows;
 7. number and type of elevator system proposed and service characteristics;
 8. describe security characteristics of building and parking structure;
 9. describe surface characteristics of public lobby and public spaces and estimated durability and maintenance characteristics.
- E. Proposed timetable for design and construction listing the steps and the estimated amount of time for each step from selection of the proposer as a finalist to completion and acceptance by County of all improvements. This should take into consideration all appropriate governmental approvals, including, but not limited to environmental approvals, prior to the County Board of Supervisors' consideration of the lease for its approval. Explain California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) requirements for the proposed development, including whether an Environmental Impact Report is required. **Do not assume that the County or the proposal is exempt from CEQA and NEPA.**
- F. Mandatory terms and conditions for a lease shall include at least the following subjects set forth below. The following is not a complete description of the terms and conditions of those subjects. The terms and conditions of the lease will be provided to short-listed proposers in the form of a sample lease.
1. The proposer shall own the project at the execution of the lease and be the lessor. The County shall be the lessee.
 2. Lease term shall be structured on a long-term basis. **(Note: Developer/lessor may submit alternate proposals but at least one proposal must be for a 20-year term.)**
 3. At a minimum, the lease must provide an option for the County to purchase land and improvements constituting the project at the completion of the proposed lease term free and clear of any and all liens and encumbrances. To ensure that the County's purchase option is protected, the County shall have the right to approve any and all liens and encumbrances on the project. If the County purchases the project, the developer/lessor shall provide County with a set of the plans and specifications for the building (including modification

thereto), and the purchase price shall include the purchase of such plans and specifications, including any taxes thereon.

4. Each proposer must arrange its own financing for both acquisition and total development/construction costs.
5. All environmental approvals shall be obtained **prior to** the County's execution of the lease. Any County approval of the lease shall be **contingent on** the Board of Supervisors' approval of final plans and specifications for the project consistent with the terms and conditions of the lease, and any other condition that the Board may impose in the lease. The County will reserve the absolute right to terminate the lease, without liability to the County, if any of these conditions are not met.
6. As a condition of entering into the lease, the County shall receive a current (up to the date of lease closing) EPA Phase I Report and Title Report (including copies of any and all documents noted as exceptions to title), both addressed to the County and Title Insurance (in such amount specified by County) from a title insurance company acceptable to the County, all of which shall be acceptable to County.
7. A lease rate per rentable square feet (BOMA standard). The developer/lessor must propose a lease rate, which includes a turn-key build-out and tenant improvements.

The rental rate shall be broken down into the various components as identified on Page 29 of this RFP (Attachment I). The rental rate shall also provide for a minimum of \$0.05 per rentable square foot per month reserve for developer/lessor's replacement of capital items. The risk that this reserve for replacements is insufficient during the lease term is the developer/lessor's liability. The "base" portion of the rental rate shall be unchanged and fixed over the lease term. The County will consider paying increases in the operating charge portion of the rent (but not capital items) over the base year rate (examples described in Attachment I). The developer/lessor will be responsible for capital item replacements over the term of the lease and may use the reserve account for this purpose with County approval.

Any capital replacement reserves remaining upon the termination of the lease or the exercise by the County of a purchase option will revert to the County. The reserve may earn interest and credited to the reserve. The capital replacement reserve will be maintained with a third party acceptable to the County.

8. The lease will specify the developer/lessor's obligations to deliver the property for County's occupancy according to a schedule and the procedure for the

County's occupancy. The County will not be obligated to pay rent until the certificate of occupancy is issued and the County occupies the facility. Also, the County may terminate the lease without liability if the developer/lessor fails to deliver the property at the time agreed under the lease. The County will be allowed early access to the building to provide for necessary telephone and data infrastructure. **All construction completion risks including cost overruns are solely the responsibility of the developer/lessor.**

9. Once the County occupies the property, the County's liability for lease rental payments is confined to each installment as it falls due; and each year's payment is consideration of the use of the premises actually furnished that year. The County shall have the right to terminate the lease in any year, if the County's Board of Supervisors does not allocate sufficient funds for the County's lease payments (or any other associated charges), and the County gives the developer/lessor prior written notice thereof.
10. The developer/lessor shall be required to maintain the property.

Developer/lessor shall be required to have maintenance agreements for major systems including, but not limited to, elevators, HVAC, fire sprinklers and alarms.

The lessee shall not be under any obligation to maintain the property. But, the lessee shall have the right to offset its actual cost of maintenance and/or repair including lessee's administrative costs up to full amount of monthly rent with carryovers to following months until the full cost is recovered by lessee in the event that the developer/lessor fails to perform its repair and maintenance obligations under the lease, and lessee undertakes such repairs or maintenance.
11. The proposed site must be within the zone specified on the map (Appendix C) and a buffer zone may be required by the County between the site and any school or residence.
12. All work and improvements shall comply with Americans with Disabilities Act.
13. Any lease that may be awarded in relation to this RFP must be carried out in full compliance with Title VII of the Civil Rights Act of 1964. Further, developer/lessor must guarantee that the materials and services provided and any facilities constructed pursuant hereto shall likewise comply with all other applicable Federal, State and local laws, ordinances or/and regulations.
14. Pursuant to Labor Code section 1720.2, the facilities and improvements to be done under private contract and to be leased to the County may be a "public work" for the limited purposes of Article 2 (commencing with section 1770) of Chapter 1, Part 7 of the Labor Code. In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial

Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. Said wage determinations are on file with the Clerk of the Board of Supervisors and are available at the Department of Public Works, Design Division, Design Services Section.

15. The developer/lessor shall furnish satisfactory proof of the maintenance of adequate Worker's Compensation Insurance, and the maintenance of Commercial General Public Liability Insurance including contractual liability, with limits of not less than \$5,000,000 per occurrence. The County shall be named as an additional insured under General Liability.

Additionally, the developer/lessor shall furnish evidence of project-specific professional liability insurance coverage in the amount of at least \$5,000,000 with a deductible not to exceed \$50,000 for all design professionals and engineering consultants engaged in the project. Professional liability insurance shall have a five-year extended coverage. A deductible greater than \$50,000 will be accepted only upon the County receiving certified information of the insured's financial ability to support such a deductible.

The developer/lessor will also be required to maintain all-risk property insurance on the office facility during the term of the lease.

All policies shall be with companies licensed and 'admitted' to do business in California. The developer/lessor shall give the County as least thirty (30) days written advance notice of the expiration or cancellation or reduction in coverage amount of said policies.

16. The developer/lessor will be required to furnish a faithful performance bond or other security specified by the County to ensure completion of the office facility. The County will specify the minimum amount of such bond or security.
17. The developer/lessor will be required to indemnify and defend the County for various matters in providing the site, the developer/lessor's performance of construction, leasing the premises, and performing its other obligations under the lease.
18. The developer/lessor shall be required to give certain warranties concerning the project to the County.
19. The developer/lessor will be required to ensure that there are no hazardous materials on or affecting the site. The developer/lessor shall make its own investigation of any environmental hazardous site conditions and deliver a clean phase one environmental clearance, title report including exceptions documents, and soils report prior to the execution of the lease by County.

20. The lease will state that the developer/lessor is independent from the County and that there is no joint venture, association or partnership between them in this matter.
 21. The lease shall be governed by the laws of the State of California. Any dispute which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a State court for Fresno County.
 22. As the lease will exceed Ten Thousand and No/100 dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under the lease (Government Code Section 8546.7).
 23. In case of breach or default by the developer/lessor, County shall be entitled to enforce any and all obligations of the developer/lessor under the lease. In addition, County shall further have such other rights and remedies which shall be set forth in the lease.
 24. The developer/lessor shall not sell or assign the project or lease, or transfer any right or obligation thereunder, without the written consent of the County. (The County may wish to dedicate a portion of the premises to non-HSS County programs; the County is interested in knowing if the proposer intends to place any restrictions on the County's use of the facilities).
 25. In the event the County is not the sole tenant, County will require a right of first refusal to lease vacant space at the County's then current rate specified in the lease.
 26. The County will require a certification from the developer/lessor that all components of the building are Y2K compliant.
 27. The condition of the title to the property shall be acceptable to the County. The lease shall be prior to and superior to any and all liens and encumbrances, except for current year property taxes (e.g., lenders shall subordinate to the lease).
- G. County of Fresno will not be held liable for any cost incurred by proposers in responding to this RFP.
- H. It will be the responsibility of the developer/lessor to demolish and salvage/dispose of existing improvements, and prepare the parcel for construction at the designated site, including all permitting through the City in which the intended project is situated or the County Planning & Resource Management Department.

VI. PROPOSAL CONTENT REQUIREMENTS

Proposers are requested to submit their proposals beginning with the Proposal Submittal Form (Attachment I) in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Merely offering to meet the specifications is insufficient and will not be accepted. Each proposer shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

The content and sequence of the proposals will be as follows:

- A. PROPOSAL IDENTIFICATION SHEET: (as provided, Attachment II)
- B. COVER LETTER: A one-page cover letter and introduction including the company name and address of the proposer and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the proposer.

Whether the proposer is an individual, partnership, limited liability company or corporation shall also be stated. It will be signed, in long hand, by the individual, partner, member or an officer or agent of the entity authorized to bind the proposing entity, depending upon the legal nature of the proposer. A corporation or other entity submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate or entity existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation or entity.

- C. TABLE OF CONTENTS
- D. CONFLICT OF INTEREST STATEMENT: The proposer may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the proposer should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all Federal, State and local conflict of interest laws, statutes and regulations.
- E. TRADE SECRET ACKNOWLEDGMENT: (as provided, Attachment III)
 - A. Sign and return

F. EXCEPTIONS TO PROJECT SPECIFICS: If an existing building is proposed, the proposer shall specifically identify any exceptions or deviations from the criteria as set forth in Appendix A and Appendix B.

G. PROPOSER COMPANY DATA AND DEVELOPMENT TEAM: This section should include the following:

1. Firm name, address, phone number, and Federal Identification Number.
2. A description of proposer's present organizational structure and current operations. If proposer is a joint venture, then organizational information must be supplied for all firms involved and a description of the actual working relationship must be included.
3. Firm principals who will be responsible for the project and their education, credentials, and experience and description of their role on comparable projects.
4. Key personnel who will work on the project and their education, credentials and experience on comparable projects.
5. Consultants (i.e. architectural, engineering, financial, environmental, planning, cost estimators, contractors) to be used. Include names of firm principals and list their experience with this type of work. Indicate the tasks to be performed by these consultants.
6. List in reverse chronological order for the last five (5) years projects completed or being developed for which your firm provided similar services.

For each of these projects, please provide the following information in the following sequence:

- a. Name of project.
- b. Project location and type of facility.
- c. Brief description of project scope and building type.
- d. Status of completion (identify year construction was completed).
- e. Name of owner and/or lessee.
- f. Name of owner's (lessee's) contact person and telephone number.
- g. Your firm's specific involvement in project.
7. List at least four (4) additional references of present or past comparable clients with their telephone numbers.

Note: If your proposal is by a joint venture, partnership or limited liability company that was formed after January 1, 2000, the foregoing submittal requirements shall apply to each member of that enterprise who will be financially obligated to the County for performance under the lease.

- H. **PROJECT DESCRIPTION:** A narrative description of your project proposal.
- I. **PROJECT SITE:** Detailed information about proposed project site including but not limited to the following:
1. Location – street address and closest major intersection.
 2. Size – include number of existing parcels and sizes of each.
 3. Existing zoning.
 4. Existing land use.
 5. Community plan and land use designation.
 6. Proposed zoning.
 7. Surrounding land use.
 8. City or unincorporated area.
 9. Other zones or areas such as Enterprise Zone or Redevelopment Area.
 10. School district.
 11. Flood control district.
 12. Who provides the following services:
 - a. Fire protection
 - b. Police protection
 - c. Water
 - d. Sewer
 - e. Solid waste collection
 - f. Utilities – power, gas, telephone
 13. Fresno Transit routes serving the site.

14. Street system:

- a. Major streets serving site and classification.
- b. Existing geometrics.
- c. Proposed geometrics.
- d. New streets proposed.
- e. Existing streets to be vacated or eliminated.
- f. Proposed traffic control measures such as signals and traffic diverters.

15. Parking:

- a. Number of spaces.
- b. Type – surface, parking structure, or others.
- c. Location – on-site, off-site street or off-site parking structure.

16. Access Points and On-Site Circulation:

Include other information as required by Construction Development Criteria in Appendix B.

Include a location map and a site plan in your proposal.

J. **BUILDING:**

Describe the proposed office building(s) and related structures by providing, but not limited to, the following information:

- 1. Number of buildings – include type, size, number of stories, remodel existing, new construction or combination.
- 2. Structural analysis of existing building.
- 3. Exterior design concepts – appearance, materials, and other features.
- 4. Interior design concepts.
- 5. Proposed energy conservation, cost reduction and management measures and strategies.
- 6. Life cycle cost of major building components and mechanical and electrical systems.

K. PROJECT COST PROPOSAL:

All project cost proposals shall be submitted on the Proposal Cost Information Summary form provided as Attachment IV.

The County desires to have this information to use as a measure of the quality of the project and the reasonableness of the proposed rent payment.

1. DEVELOPMENT COST:

- a. Proposals shall include the total project development cost estimated to the project completion date. The costs of the various project components shall include but shall not be limited to the following:
 1. Land
 2. Existing Buildings – an appraisal by a qualified MAI real estate appraiser shall be included.
 3. Consultant Costs – i.e. Geotechnical land surveying, architectural, engineering, financial, environmental, quality assurance and control specialists.
 4. All development, planning and special district review fees and charges.
 5. Site Development – on site and off site improvement
 6. Building Construction – New and remodel
 7. Major maintenance, repair, or replacement (Refer to Section V. Proposal Requirements – F7/F10.)
- b. In keeping with the desire to develop a facility affordable to Fresno County, the following project features may be considered for elimination from the development package to reduce costs.
 1. IEVS/COLLECTIONS – APPENDIX A; A-1
 2. TRAINING CENTER – APPENDIX A; A-2
 3. FINANCIAL SERVICES – APPENDIX A; A-2

NOTICE TO ALL PROPOSERS:

RESPONSES TO THIS REQUEST FOR PROPOSAL BECOME THE EXCLUSIVE PROPERTY OF THE COUNTY. ALL PROPOSALS RECEIVED BECOME A MATTER OF PUBLIC RECORD AND SHALL BE REGARDED AS PUBLIC RECORDS, WITH THE EXCEPTION OF THOSE ELEMENTS IN EACH PROPOSAL WHICH ARE DEFINED BY THE PROPOSER AS BUSINESS OR TRADE SECRETS, AND PLAINLY MARKED AS "CONFIDENTIAL", "TRADE SECRET", OR "PROPRIETARY". THE COUNTY SHALL NOT IN ANY WAY BE LIABLE OR RESPONSIBLE FOR THE DISCLOSURE OF ANY SUCH PROPOSALS, OR PORTIONS THEREOF, IF THEY ARE NOT PLAINLY MARKED AS "CONFIDENTIAL", "TRADE SECRET", OR "PROPRIETARY", OR IF DISCLOSURE IS REQUIRED UNDER THE PROVISIONS OF LAW OR BY COURT ORDER.

ATTACHMENT I
PROPOSAL SUBMITTAL FORM
HUMAN SERVICES SYSTEM
OFFICE BUILDING LEASE

The undersigned hereby submits the following proposal pursuant to the County's Request for Proposals (the "RFP") to deliver or improve an office building for a turn-key lease at:

I am authorized to make this proposal on behalf of _____
(Name of firm and address)

California _____

The undersigned agrees that if its proposal is short-listed by the County, the undersigned's Final Clarified Proposal (as that term is used in this RFP) shall remain firm until the lease is signed by the County and the successful finalist; provided however, the undersigned understands that the County makes no commitment or assurance to proposers that it will enter into a lease with any proposer.

The undersigned has read the RFP and understand the contents thereof and submit the following proposal to the County of Fresno for a turn-key long-term lease with an option to purchase an office building and improvements on the above site to house the Human Services System Offices.

I agree to all provisions of the RFP and present the following proposal:

A. <u>Lease Payment</u>	<u>Rate (\$/mo/sq.ft.)</u>	<u>Cost (\$/year)</u>
Base Rent	_____	_____
Operating Charges:		
Gas and Electrical	_____	_____
Water/Sewer/Trash	_____	_____
Janitorial	_____	_____
Insurance	_____	_____
Interior Maintenance	_____	_____
Exterior Maintenance	_____	_____
Other (Please list components with total cost)		

Subtotal, Operating Charges	_____	_____
Capital Reserves	_____	_____
Total	_____	_____
Gross Square Feet of Building		_____
Rentable Square Feet (BOMA Standard)		_____

NOTE: Monthly component rates may be carried to four decimal places, totals should be rounded to two places.

B. Price to Exercise Acquisition Option at Lease End \$ _____
(In Lease-End Year Dollars)

C. Narrative. On separate sheets, please respond to items as identified in Sections V, Proposal Requirements, and VI, Proposal Content Requirements, in the RFP.

The undersigned certifies that the above items are true & correct. The undersigned also agrees that if its proposal is short-listed by the County, the undersigned's Final Clarified Proposal (as that term is used in this RFP) shall remain firm until the lease is signed by the County and the successful finalist; provided however, the undersigned understands that the County makes no commitment or assurance to proposers that it will enter into a lease with any proposer.

_____ Date	_____ Company
	_____ Name
	_____ Title
	_____ Telephone

ATTACHMENT II

PROPOSAL IDENTIFICATION SHEET

PROPOSER TO COMPLETE AND RETURN WITH PROPOSAL

Our proposal is attached and identified as: _____

The undersigned understands and hereby acknowledges that this proposal is submitted to the County solely for its use in evaluating alternatives available to it in a turn-key leasing for a Human Services System Office Building. The undersigned agrees that if its proposal is determined to be a short-listed proposal, the proposer will be required to submit independent proof of pre-approved financing (e.g., through a bank), or other guaranteed financing, consistent with the terms and conditions of its proposal, and other documents required in this RFP. The undersigned further recognizes that neither the submission of this proposal nor identification by the County as a short-listed proposer or finalist creates any type of enforceable contract between itself and the County in relation to this project.

The undersigned agrees that if its proposal is short-listed by the County, the undersigned's Final Clarified Proposal (as that term is used in this RFP) shall remain firm until the lease is signed by the County and the successful finalist; provided however, County makes no commitment or assurance to proposers that it will enter into a lease with any proposer.

It is further understood that if the County determines that the proposer makes significant changes to its proposal during the evaluation and clarification process that leads to proposer's Final Clarified Proposal, and the County further determines that said changes materially alter the original proposal and that it would not be in the County's best interest to consider the changes, then such changes may be cause for rejection by County of this proposal. The undersigned agrees that if awarded a lease for the Human Services System Office Building by the Board of Supervisors, the undersigned shall furnish the facilities, equipment and services at the lease rental rate and upon the terms and conditions stated in such lease.

The undersigned understands and hereby acknowledges that the County of Fresno reserves its right to modify the scope of the RFP, or the desired facilities, for any reason until the lease is executed by the County with the successful finalist; provided however, County makes no commitment or assurance to proposers that it will enter into a lease with any proposer.

The undersigned understands and hereby acknowledges that any and all costs incurred by it in submitting this proposal shall be solely the responsibility of the undersigned and shall not properly be a charge against the County of Fresno.

Company: _____

Address: _____

_____ Zip: _____

Signed by: _____

Print Name and Title: _____

Telephone: Area Code: (_____) _____ Date: _____

Taxpayer Identification No.: _____

ATTACHMENT III

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every citizen has a right to inspect any public record."

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by proposers as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition.

Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc. Such material should be submitted in a separate binder not marked "Trade Secret".

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by proposers as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the proposers at proposer's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

Proprietary Documentation. All information received by the County becomes a matter of public record unless it meets one of the exception sections to "Public Records" per the California Government Code. Proposers must read, sign and return this Trade Secret Acknowledgement with their proposals.

I have read and understand the above "Trade Secret Acknowledgement".

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret."

Enter company name on appropriate line:

_____ has submitted information identified as
(Company Name) Trade Secrets

_____ has **not** submitted information identified as
(Company Name) Trade Secrets

ACKNOWLEDGED BY:

Signature

Telephone

Print Name and Title

Date

Address

City State Zip

ATTACHMENT IV

PROPOSAL COST INFORMATION SUMMARY

Proposer

Date

FULL PROJECT DEVELOPMENT (all costs to be projected to _____)

A. Capital Project Costs

1. Land, _____ acres offered for total land cost of \$_____
2. Existing Buildings
 - a. Appraised value if to be utilized \$_____
 - b. Demolition costs if not to be used \$_____
3. Consultants and Design Development Costs
(Engineering, environmental permits, misc. fees, insurance) \$_____
4. On site and Off site Improvements \$_____
5. Building Construction (Brief Description)

- a. New building(s) _____ S.F. for total cost of \$_____
- b. Remodeling costs _____ S.F. for total cost of \$_____

(If combination of new and remodeled building(s) are proposed, show S.F. breakdown in 'a' and 'b'.) If remodeled buildings only are proposed, show S.F. breakdown in (b).

TOTAL DEVELOPMENT COST \$_____

APPENDIX A

PROJECT DESCRIPTION

GENERAL DEFINITIONS AND REQUIREMENTS

- A. The County of Fresno is seeking proposals for a turn-key lease with an option to purchase an office building of approximately 122,190 rentable square feet (BOMA Standards) to be improved or delivered for the Human Services System (HSS) functions. There are two (2) separately functioning units planned for the new office building:
1. The first unit would be a combination of programs from the Department of Employment & Temporary Assistance (E&TA), currently housed at 2314 Mariposa in Fresno. Replacement of this facility would require approximately 57,850 rentable square feet. The E&TA unit would require an entrance and lobby at ground level for public/client traffic, easily accessible and separate from the administrative unit entrance. A common service entrance should be available to and shared by both units. A more detailed breakdown of requirements is provided in APPENDIX A-1.
 2. A second unit would be made up of Administration and Financial Services, currently housed in a portion of the facilities located at 2600 Ventura, Fresno and 1221 Fulton, Fresno. This unit would require approximately 64,340 rentable square feet. The administrative/financial unit would require an entrance and lobby at ground level, separate from any public entrance required by the E&TA unit. This unit would also need access to the shared service entrance mentioned above. A more detailed breakdown of requirements is provided in APPENDIX A-2.
- B. The County reserves its right to modify the scope of the RFP, or the desired facilities, for any reason until the lease is executed by the County with the successful finalist; provided however, County makes no commitment or assurance to proposers that it will enter into a lease with any proposer.

APPENDIX A-1				
EMPLOYMENT & TEMPORARY ASSISTANCE (E&TA)				
SQUARE FOOTAGE TOTALS INCLUDE PROJECTED GROWTH THROUGH 2006				
AREA		Office/Rm	ModWrkstn	SquareFt
A	MEDI-CAL	128	29	17,572
B	NON-ASSISTANCE FOOD STAMPS	32	3	4,092
C	FOOD STAMP EMPLOYMENT TRAINING	5	2	748
D	HOMELESS	4	2	608
E	GENERAL RELIEF	25	3	3,232
F	IEVS/COLLECTIONS	56	8	7,352
G	DEPUTY DIRECTORS OFFICE	2	1	465
WORK AREAS SUBTOTAL		252	48	34,069
SHARED USE AREAS – E&TA				
1	RECEPTION AREA (15ftx15ft)	1		225
2	WAITING ROOM (30ftx30ft)	1		900
3	RAPID SERVICE ROOM (30ftx30ft)	1		900
4	FSET-ORIENT/TRAIN RM (25ftx25ft)	2		1,250
5	INTERVIEW BOOTH (8ftx8ft)		20	1,280
6	INTERVIEW ROOM(8ftx8ft)	4		256
7	CONFERENCE ROOM (20ftx30ft)	2		1,200
8	MEETING ROOM (10ftx20ft)	5		1,000
9	BREAK ROOM (20ftx30ft)	2		1,200
10	COPY ROOM (10ftx12ft)	6		720
11	SUPPLY STORAGE (10ftx10ft)	6		600
12	RECORDS/CASE STORAGE (20ftx20ft)	2		800
13	COMPUTER/EQUIP ROOM (10ftx10ft)	1		100
SHARED USE AREAS SUBTOTAL		33	20	10,431
COMBINED AREAS SUBTOTAL				44,500
30% CIRCULATION RATE (SUBTOTAL x .30)				13,350
TOTAL GROSS SQUARE FOOTAGE – E&TA				57,850

APPENDIX A-2**HSS ADMINISTRATION**

AREA					Office/Rm	ModWrkstn	SquareFt
H	OFFICE OF THE DIRECTOR				4		782
I	ADMINISTRATIVE SERVICES OFFICE				4	2	684
J	ADMINISTRATIVE SUPPORT UNIT				1	8	614
K	COMMUNITY EDUCATION & OUTREACH				1	6	666
L	ADMINISTRATIVE ANALYSTS				4	8	1,280
M	INTERNAL SUPPORT SERVICES				1	1	272
N	FACILITY RESOURCES				1	3	358
O	STAFF DEVELOPMENT				1	3	384
P	HUMAN RESOURCES				3	18	1,734
Q	INFORMATION SYSTEMS				3	8	1,042
R	CONTRACTS/PURCHASING				2	6	742
WORK AREA SUBTOTALS					25	63	8,558
SHARED USE AREAS – HSS ADMINISTRATION							
14	CONFERENCE ROOM (20ftx40ft)				2		1,600
15	MEETING ROOM (10ftx20ft)				2		400
16	LOBBY (20ftx20ft)				1		400
17	COPY ROOM (10ftx12ft)				4		480
18	SUPPLY STORAGE (10ftx10ft)				4		400
19	RECORDS STORAGE (20ftx20ft)				2		800
20	STAFF DEV. TRAINING RM (30ftx30ft)				2		1,800
21	ISD TRAINING ROOM (20ftx20ft)				1		400
22	BREAKROOM (20ftx30ft)				2		1,200
23	COMPUTER/EQUIP ROOM (10ftx10ft)				1		100
24	TRAINING CENTER (100ftx100ft)				1		10,000
SHARED USE AREAS SUBTOTAL					22		17,580
COMBINED AREAS SUBTOTAL					47	63	26,138
TOTAL NET SQUARE FOOTAGE - HSS ADMINISTRATION							26,138

APPENDIX A-2 – CONTINUED**HSS FINANCIAL SERVICES**

AREA					Office/Rm	ModWrkstn	SquareFt
S	FINANCIAL SERVICES				1	1	272
T	HSS ACCOUNTING				7	24	2,520
U	DSS ACCOUNTING				6	13	1,704
V	BILLINGS & COLLECTIONS				3	16	1,344
W	BUDGET & ANALYSIS				2	3	536
X	OVERPAYMENT/ISSUANCE COLLECTIONS				2	14	1,126
Y	HSS GENERAL SERVICES				1	6	474
WORK AREA SUBTOTALS					22	77	7,976
SHARED USE AREAS – HSS FINANCIAL SERVICES							
25	CONFERENCE ROOM (20ftx40ft)				1		800
26	MEETING ROOM (10ftx20ft)				2		400
27	LOBBY (20ftx20ft)				1		400
28	BREAKROOM (20ftx30ft)				2		1,200
29	COPY ROOM (10ftx12ft)				4		480
30	COMPUTER/EQUIP ROOM (10ftx10ft)				1		100
31	SHIP/RECEIVING/MAIL AREA (30ftx30ft)				1		900
32	SUPPLY STORAGE (10ftx10ft)				4		400
33	RECORDS STORAGE (20ftx20ft)				2		800
SHARED USE AREAS SUBTOTAL					18		5,480
COMBINED AREAS SUBTOTAL					40	77	13,456
TOTAL NET SQUARE FOOTAGE -- HSS FINANCIAL SERVICES							13,456

APPENDIX A-2 – CONTINUED	
HSS ADMINISTRATION & FINANCIAL SERVICES	
SQUARE FOOTAGE TOTALS INCLUDE PROJECTED GROWTH THROUGH 2005	
HSS ADMINISTRATION – NET SF	32,673
HSS FINANCIAL SERVICES - NET SF	16,820
SUBTOTAL- COMBINED PROJECTED NET SQUARE FOOTAGE	49,493
30% CIRCULATION RATE (SUBTOTAL x .30)	14,847
TOTAL COMBINED GROSS SQUARE FOOTAGE HSS ADMINISTRATION & FINANCIAL SERVICES	64,340
TOTAL GROSS SQUARE FOOTAGE – E&TA	57,850
GRAND TOTAL: HSS ADMINISTRATION, FINANCIAL SERVICES AND E&TA	122,190

APPENDIX B

CONSTRUCTION DEVELOPMENT CRITERIA

1. Foundations: Per recommendation of soils engineer as retained by the Developer/Lessor.
2. Substructure: Per recommendation of soils engineer retained by the Developer/Lessor.
3. Super Structure:
 - A. Building Type: Type I or IIFR Building
 - B. Live Load Criteria: Minimum live load

Public Spaces, Assembly Areas	100 PSF
Offices/Classrooms	100 PSF live load & structural load
Main File and Archive Storage (compacted stack type)	300 PSF or 3,000 pounds point load
Roof Load	100 PSF floor balconies; 30 PSF remaining floors
Individual Roof Beams	Dead Load + Live Load + 2 Kip point loading applied at point of maximum moment.
Window Washing Provision	Per Cal/OSHA (2,500 pound capacity at lift points)
All other areas per table 16 A & B UBC 1997 ed	
 - C. Maximum Deflection Criteria:

Structural Deflection:	Member with Live Load only
Floors:	L/480
Cantilevered Balconies:	L/720
Roof areas not planned for expansion:	L/360
Roof Overhangs:	L/360
 - D. Main Beam Size Ratio:

Minimum Beam Depth:

L (Effective Span)/24

E. Lateral Design:

UBC 1997 ed., CCR 1998 ed., and Published Design Criteria Recommendations of the Structural Engineers Association of California.

F. Transient Floor Vibration Criteria:

The floor framing shall be designed such that vibrations and user perception of floor vibrations does not exceed acceptable limits within the range defined as “slightly perceptible”. Large open plan office spaces and areas of public assembly shall have floor vibrations within the lower half of the “slightly perceptible” range.

Evaluation of vibration potential shall be made by utilizing recognized methods such as by Murray as published in AISC “Engineering Journal” and shall be clearly documented in the structural calculations.

4. Exterior Closure:

A. Exterior Wall:

Solid Wall: Durable low maintenance materials, easily cleaned with integral color and weatherproof seal (i.e.: integral color concrete, brick masonry, integral color concrete unit masonry, precast tile units insulated reflective glazing, etc.). Exterior finishes shall be consistent with and complement the architectural vocabulary of the surrounding environment or where none exists, it shall be consistent with a modern style.

Thermal transfer of wall assembly shall exceed R & U values by a minimum of 25% better than the minimum required to meet Zone 13 as defined in t24-6/CCR.

Fenestration: Provide leakproof exterior windows assembly as building perimeter in all areas (exception: mechanical, utility, support type spaces). Windows shall be reflective tinted thermally insulated, low “e” units set in appropriate maintenance free frames. Provide with adjustable one-inch horizontal interior window blinds in all areas.

Exterior glass doors and side lights shall be tempered glass matching window wall. Doors shall have floor closers equipped with hold open feature and meeting ADA operational criteria. This standard may require a motorized assist. All exit doors shall be equipped with panic hardware.

Exterior metal doors shall be a minimum of 18-gauge seamless metal, flush design with 16-gauge welded steel frame. Primed and painted and equipped with lock astragal and contact point for intrusion alarm.

5. Roofing: Cold applied built-up roofing with material venting. The roof assembly shall comply with U.L. fire resistive assembly rating as defined in Table 15A/UBC 97 ed. and have a minimum 20 yr. warranted life expectancy. Roof design shall not allow any standing pooled water. A minimum of ½” per foot roof slope shall be provided.
6. Interior Construction: The interior construction elements of this project shall be constructed to the following minimum standards. Where no standard is indicated, the architect is to rely on sound value engineering criteria to achieve a 20-year useful product life in a public facility.

VOCABULARY OF INTERIOR FINISH MATERIALS

Use Description

Material

Floor Materials:

Public waiting areas	Quarry or Ceramic (nonskid) tile— sealed finish.
Restrooms:	Unglazed Ceramic (nonskid) tile— sealed finish.
Office spaces:	Carpet tiles – nonstatic conducting
Work rooms:	Vinyl composition tiles

Base Materials:

Carpeted area:	4-inch vinyl carpet base
Vinyl composition areas:	4-inch vinyl coved base
Toilets:	6-inch coved ceramic base

Wall Finish Materials:

Public traffic areas:	'Zolotone' or equal type finish over permanent sound (42 STC) partitioning and walls.
Conference and Training Rooms:	Acoustic surfacing over sound rated (58 STC) partitioning.
Supervisor, and other senior mgmt. enclosed office rooms:	Flat eggshell enamel painted permanent partitions with sound rating of 52 STC.
Open office areas:	Landscape office panels with acoustical control fabric finish on both sides and attached furniture to be installed under separate contract. The Developer/Lessor shall coordinate the partition layouts and required utility interfacing providing power distribution to panel connection points. County will provide all panels and furniture and provide all low voltage signal utility infrastructure connections. The Developer /Lessor shall provide j-boxes, conduits and raceways from distribution closets to connection drops.
Toilet rooms:	Full height ceramic tile at all wet areas; semi-gloss painted surfaces elsewhere. Use sound rated construction for walls and ceilings (47 STC). Use solid polymer resin type partition panels, doors and screens at fixtures. Provide metal access doors as required to S.O.V and controls at all inaccessible areas.

Janitorial and other storage areas within core:

Flat eggshell enamel painted surfaces and fiber reinforced plastic as 4-foot wainscot at wet areas. Provide metal access doors as required to S.O.V and controls at all inaccessible areas.

Ceiling Finish Materials:

Toilet areas:

Semi-gloss painted gypsum board on suspension system or vinyl wrapped gypsum board panels with hold-down clips.

Core area and public spaces:

0.75 NRC 2 feet by 4 feet acoustical tile fire-rated lay-in ceiling system with hold down clips.

Office spaces and other uses:

0.75 NRC 2 feet by 4 feet acoustic tile fire-rated lay-in ceiling system

Other Finish Materials:

Vestibule and stairwell doors:

Fire rated pressed metal doors and frames with smoke seal.

Standard doors:

Pre-finished laminate (oak) solid core, smoke & fire-rated with prefit aluminum frame. 'Hirsh' 24-volt access control system at access limit and control points.

Miscellaneous cabinetry:

WIC custom grade laminated plastic cabinets with sealed interior "Kortron" surfaces. Provide with full radius laminated plastic tops and splash.

Public counter cabinetry:

WIC custom grade with laminated plastic on all exposed surfaces. Die-cut vinyl pressure sensitive material applied to acrylic plastic. Architect to master plan the signage program.

7. Conveying:

Based on a multiple storied building proposal, there will be a requirement for:

<u>Description</u>	<u>Capacity</u>	<u>Speed FPM</u>
two public passenger traction type elevators (functioning off the lobby, one capable of gurney transport)	3,500 lb rated capacity	125
one traction type freight elevator	4,500 lb rated capacity	125

All elevator hoistway frames shall have a concealed "Smoke Guard" protection system installed above the ceiling assembly.

Freight elevator shall service the roof equipment room and be a minimum of 8 feet 4 inches deep. Public elevators should have rigidized stainless steel wall panels. All COP and corridor buttons shall be "Adams SSL" or approved equal. All elevator panels, corridor and landing indicators shall be LED. Elevator door edges shall be Panaforty Plus or approved equal. Control systems shall be manufactured by Motion Control.

All public elevators shall have stainless steel doors and architrave centered on shaft. Passenger elevators shall have stainless front panels and laminated plastic paneling at other wall; the cabs ceiling shall have a luminous gate eggcrate ceiling with fluorescent fixtures above. The freight elevator shall have an enamel paint finished interior with strip fluorescent fixtures. All elevators shall comply with t242/CCR handicapped regulations, be equipped with emergency telephone communications system and be connected to the building's emergency control center at the central security station.

8. Mechanical Systems:

Provide separate restroom facilities for the public from the staff facilities. Employee restroom facilities shall be based on the facility's exit occupant load divided by $\frac{1}{2}$ for males and $\frac{3}{4}$ for female employees. Staff toilets shall be evenly distributed and stacking throughout the floors in locations common to major assembly components or easily accessible to worker areas. All flush valves shall be manufactured by Sloan and be automatic operated.

Conditioned Air: A central plant type premium efficiency system with a minimum

efficiency rating of 0.5KW/ton, as manufactured by Carrier, York or Trane, four-pipe mechanical system shall be developed as part of this project. The cooling tower shall be designed using a 4 deg. design approach and have VFD fan speed and control energy saving features. The total system shall have an energy management system to match the County's existing 'Johnson Control' energy management system. Any proposed system shall be reviewed and approved by the County's General Services Department prior to design.

Individual zone controls for all offices and common office space shall also be zoned appropriately utilizing volume air control. Air handling units shall be provided one per floor in a common plane. Chillers can be screw or centrifugal.

Minimum design criteria for the system shall be based on maintaining the following conditioned temperature criteria for habitable space:

Summer:

Inside Conditions = 78°F DB, 63.5°F WB

Outside Conditions = 101°F DB, 73°F WB

Winter:

Inside Conditions: = 70°F DB

Outside Conditions: = 28°F DB

Min. Heat Transfer Coefficients:

Roof U = 0.046

Walls U = 0.40

Glass U = 0.74

Mechanical Systems Description:

- A. General: The building shall be fully fire sprinklered and have individual floor control valves. Pressure boosting pump shall be supplied as an integral component of the system.

Domestic hot water will be generated by a steam-to-water heat exchanger where energy efficiency permits. The system shall have a recirculating pump system.

Heating and air-conditioning of the floors shall be delivered by a variable volume air distribution system served by air handlers centrally located at each floor. Air handlers shall have full economizer and smoke purge capabilities.

Each floor shall be equipped with a common exhaust system (where practicable) to exhaust air from toilet, janitor, lunchrooms, conference and assembly rooms.

Stairway exit enclosures shall be equipped with a pressurization activated by fire alarm.

B. Energy Management System

Description: Provide a system to match the existing County Johnson Control energy management system. Provide basic capability to accommodate a minimum of 8 loads and shall be expandable to accept 30 loads. Include the following features:

Contain an auto-answer modem for communication by telephone.
Time-of-day programming.

Duty cycle control.

Manual override.

Remote override.

Visible and/or audible alarms.

Three separate digital displays.

Demand control.

Temperature input sensors measuring one outside and seven inside air temperatures.

Multiple demand set point/remote peak reset.

Time overrides for lighting system.

Serial communications.

Data logging to provide both a 48-hour file and a 34-day file.

Panel expansion.

For entry of program data, provide a keypad, function keys, key switch and erroneous entry cancel key.

In case of power failure, protect against information loss for up to five days; provide for automatic switching to appropriate power supply; and include a 9-volt alkaline battery backup.

Remote load sensing.

9. Electrical

Requirements:

Incoming power shall be supplied at 480V and be distributed from a central plant to be constructed as part of this project. Service and metering facilities shall be in accordance with Pacific Gas & Electric (PG&E). Switch gear shall be designed with an automatic

transfer switch to change over to an on site emergency power generating system sized to handle 70% of the peak power demand. Distribution between the floors shall be via bus duct risers to stacking electrical rooms. 208/120V, 3-phase, 4-wire power shall be provided by step-down transformers.

- A. Lighting: Office areas shall have sufficient lighting fixtures properly spaced to be capable of providing the recommended lighting levels of illumination indicated in the following table:

(Levels shown are average maintained horizontal footcandles, measured 30 inches above finished floor).

	Average Footcandle <u>Level</u>	Acceptable Footcandle <u>Range</u>
Service areas or public areas	15	12 - 18
Circulation areas within office space but not at work stations	30	24 - 36
Waiting rooms, toilets & lounge areas.	15	12 - 18
Conference tables & assembly rooms.	30	27 - 33
Normal office work, reading, writing, etc.	50	40 - 60
Office work, prolonged, visually difficult <u>or</u> critical in nature	75	60 - 90
Office work, prolonged, visually difficult <u>and</u> critical nature	100	80 - 120
Areas over open drawers or filing cabinets	30	27 - 33
Employee lunch rooms	20	17 - 33

The total lighting system design load for office space shall not exceed a maximum of 2.0 watts per square-foot. Proper lighting at task locations is important.

General office lighting shall be panel switched and be subdivided such that open office "loft" areas are divided into areas having a maximum of 1,000 square feet. Enclosed offices, conference rooms, storage closets and other similar rooms shall be controlled by wall switches at each entry into the room. Use half-level switching where required by t24-2/CCR. Use occupancy sensors in all enclosed rooms.

Light fixtures shall be installed with eight-foot flexible "pigtailes" to

facilitate rearrangement. Fixtures shall be lamped with energy-saving T-8 lamps and energy-saving ballasts. All fixtures to have parabolic lenses to reduce glare at computer terminals. Incandescent lamps shall be minimized. If a return air plenum is designed, the light fixture shall have protective enclosure.

Provide emergency light fixtures throughout so that each enclosed space, will have 0.5 f.c. average light level to allow safe occupancy and permit basic operation and/or evacuation of occupants. Emergency lights shall be connected to UPS or stand-by generator. High and low mounted directional emergency exit lighting shall be provided from all public corridors and public assembly areas.

All panel switches, exhaust fans and air circulation systems shall have a seven-day electronic time clock with battery back-up. Time clocks shall have manual override with one-hour reset. All override controls shall be accessible to management staff.

Exterior illumination shall be high intensity discharge (HID) lamps for walkway lighting, outdoor security lighting and specialty element accent lighting. A 5.f.c. minimum light level shall be maintained at the building and pedestrian walkways. Parking lot lighting shall be lamped with high-pressure sodium or metal halide and maintain a minimum light level of 3.f.c. All exterior and parking lot lighting shall have photo cell control or a seven-day time clock.

B. Power: Each work station shall be provided with a minimum of two duplex electrical outlets; each clerical work station shall be provided with a minimum of three duplex outlets per work station distribute per typical furniture layouts. Private offices, conference rooms, hearing rooms, and interview rooms shall have two duplex outlets.

Provide special outlets, dedicated circuits, isolated ground convenience outlets, and filtered power for copy machines, word processing equipment, data processing equipment, etc. Dedicated circuits shall have individual black wire from outlet to panel breaker and individual white (neutral) wire from outlet to panel neutral bus. Green wire shall be run to building ground via an isolated ground panel bus. (Green wire may be ganged from outlets to isolated ground panel bus).

Distribution panels shall be designed to 70% full load capacity with sufficient spare breaker space to allow a 30% future

expansion. Minimum conduit size shall be $\frac{3}{4}$ " diameter.

C. Telephone System:

Provide and install all conduit, complete with pull wire, necessary for telephone installation by separate contract including conduit from exterior of building to junction box location and telephone distribution centers. A minimum of 2-4 gang power outlets are required. Provide telephone terminal backboard or terminal cabinet of proper size, as directed by County's Telephone Communications Division. Provide flush cabinets, or closets, to enclose all telephone backboards, terminal strips, and telephone equipment except where suitable telephone company furnishes covers will serve to conceal these items. Provide lighting and power outlet(s) in closets as required by telephone company. Telephone service outlets shall be shown and conduit provided to serve these locations.

Telephone and data closets shall be provided at each floor in a common plane with a minimum of 48 square feet of floor space. Telephone and data closets shall have a minimum of two 110V dedicated circuits. Fire alarm system shall be "Notifier" and transmit all alarm actions to the County's central station in the Courthouse.

D. Alarm Systems:

Intrusion - Provide a complete silent alarm type security system with motion sensors at internal corridors and glass break detectors at the exterior envelope connected to the County's main security alarm system. Provide button station alarms at all transaction windows. All hearing rooms shall be provided with a distress signal to the building's central security station. The security systems shall be provided with a battery powered backup power source and be circuited to the emergency generator system.

Fire & Smoke Detection - Provide complete manual and automatic fire detection and "smart" alarm system conforming to code requirements. Include heat detectors, smoke detectors above and below suspended ceilings, annunciators and all necessary equipment within the building necessary to accommodate a fire department connection. Evacuation signals shall be audible in all occupied spaces. Include warning devices appropriate for warning deaf persons. Include a backup power system capable of operating the detection system for 24 hours in a supervisory mode and then sounding all alarms for 15 minutes.

E. Computer Requirements:

All offices, work stations, information centers, interview areas, and conference rooms, shall be equipped with conduiting and outlet boxes for installation of computer terminals.

Cabling and conductor will be type T-3.

The computer terminal rooms shall be equipped with accessible flooring and an inert gas fire extinguishing system equipped with an early warning alarm system and a purge exhaust system. All power supplied shall be filtered and be by dedicated circuits.

Roadways:

Pavement: Per City Public Works Standards to support fully loaded cargo truck movement.

Curbs and
Gutters: Integral, concrete.

Sidewalks: Concrete with stamped pattern and treewells at intervals as prescribed by City standards. The travel plan shall be designed to be barrier free.

Crosswalks and
Intersections: Unit paving stones.

Lighting: HID type w/5.f.c. average f.c. at sidewalk.

Planting: Large deciduous canopy trees. All treewells to be automatically irrigated.

Signage Street:

Identification: Per City of Fresno standards.

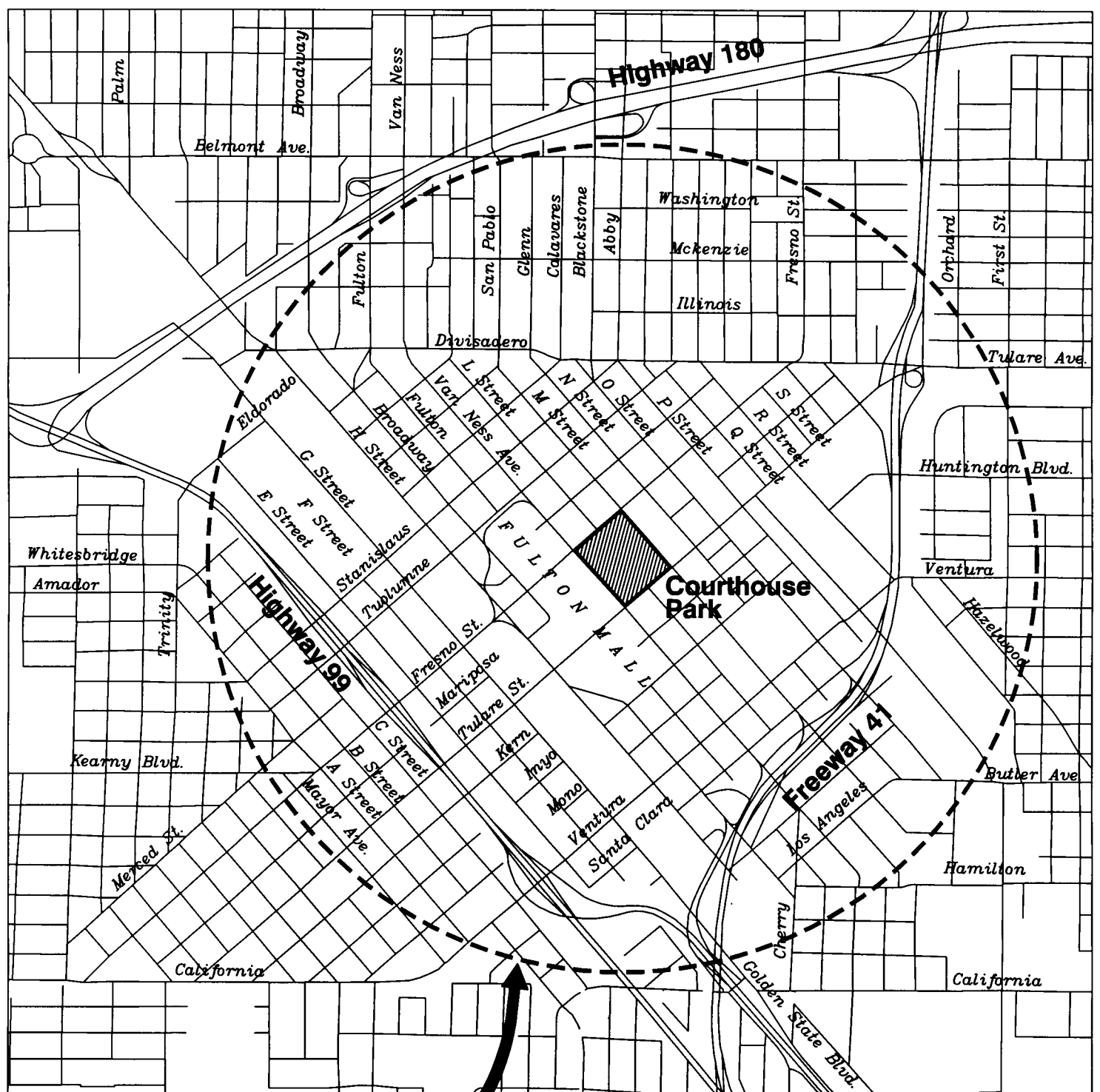
Project Building
Identification: Identification shall be by 12-inch high helvetica medium pin mounted upper and lower case lettering. Use external wash illumination.

Informational
Directories: Seven (7)-foot pole(s) mounted top lit with 15 square feet maximum surface area per face. Dual facing where required. Each floor of

the building shall have a directory(panelized) of major work groups located therein.

Interior Signage: ADA compliant, changeable, panelized defining major work groupings as defined by office space requirements.

APPENDIX C ZONE MAP



**1 MILE RADIUS
AROUND COURTHOUSE PARK**

Location Zone Map
Downtown Fresno, California



Scale: 1"=900'